

# **EXHIBIT B**

**Dennis, Douglas R.**

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**From:** Dennis, Douglas R.  
**Sent:** Wednesday, December 15, 2004 10:54 AM  
**To:** 'CINQUE845@aol.com'  
**Subject:** RE: Kroger/Malease

Hi Bob--

Good to hear from you, hope all is well. I was plenty jealous when you were in Italy--I think I've been about 10-12 times now and it quite simply is my favorite place to be. Of course, it certainly helps that my wife lived there for a while and speaks perfect Italian!

Please let me know what you have in mind here, since my client is currently operating under the assumption that the closing will mirror the provisions in the lease agreements. Let me know what specifically you envision, so I can put it to them and we can get this ball rolling.

thanks,

Doug

-----Original Message-----

**From:** CINQUE845@aol.com [mailto:[CINQUE845@aol.com](mailto:CINQUE845@aol.com)]  
**Sent:** Tuesday, December 14, 2004 11:39 AM  
**To:** ddennis@fbtlaw.com  
**Cc:** rgwinters@mimlaw.com  
**Subject:** Kroger/Malease

Doug:

A closing date on or about January 15, 2005 should be no problem provided both sides can agree sufficiently in advance on all pre-closing matters including of course the purchase price.

As you are aware, Malease will be closing with full reservation of all rights as previously set forth in the papers filed in the litigation. The relevant closing documents should make clear that these rights are preserved.

I look forward to hearing from you, and rest assured of my full cooperation.

Bob